**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

ROBOCAST, INC.,   )
)
              Plaintiff,   )
)   C.A. No. 11-235-RGA
       v.   )
)   **JURY TRIAL DEMANDED**
APPLE INC.,   )
)
              Defendant.   )

**SUPPLEMENTAL PROTECTIVE ORDER REGARDING
SECURITY PROTOCOL FOR HIGHLY CONFIDENTIAL SOURCE CODE**

WHEREAS, the parties have discussed and agreed on the following procedures to

govern the safe storage and handling of source code;

NOW, THEREFORE, SUBJECT TO THE COURT'S APPROVAL, IT IS

HEREBY STIPULATED AND AGREED, by and among the parties, through their undersigned

counsel, that:

A.   Definitions

1.   "Outside Counsel" means (i) outside counsel who appear on the pleadings as

counsel for a Party and (ii) partners, associates, and staff of such counsel to whom it is

reasonably necessary to disclose the information for this litigation.

2.   "Party" means any party to this case, including all of its officers, directors,

employees, consultants, retained experts, and outside counsel and their support staffs.

3.   "Producing Party" means any Party or non-party that discloses or produces any

Source Code in this case.

4.   "Receiving Party" means any Party who receives access to Source Code from a

Producing Party.

5.   " Source Code" means computer code, scripts, assembly, object code, source code listings, descriptions of source code, object code listings and descriptions of object code and Hardware Description Language (HDL) or Register Transfer Level (RTL) files that describe the hardware design of any ASIC or other chip.

B.   Storage Protocols

1.   **Limited Access.** Printed Source Code must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under the Stipulated Protective Order entered in this action.

2.   **Secure Storage.** The Receiving Party's Outside Counsel and any person receiving a printout of any Source Code shall maintain and store the printouts of the Source Code at the offices of the Receiving Party's Outside Counsel, in a manner that prevents duplication of or unauthorized access to the Source Code, including, without limitation, storing the Source Code in a locked room or cabinet at all times when it is not in use.

C.   Handling Protocols

1.   **Access Log.** The Receiving Party shall maintain a log of all printouts of the Source Code. The log shall include the signature, date, and production numbers for the printouts when (1) they are created, (2) initially placed in the secure storage (e.g., the locked cabinet at the office of Receiving Party's Outside Counsel), (3) removed from the storage location for use, and (4) returned to the storage location. Upon three days advance notice to the Receiving Party by the Producing Party, the Receiving Party shall provide a copy of this log to the Producing Party.

2.   **No Electronic Reproductions.** Except as provided in this sub-paragraph, absent express written permission from the Producing Party, the Receiving Party may not create photocopies, electronic images, or any other images, or make electronic copies, of the Source Code from any paper copy of Source Code for use in any manner (including by way of example

2

only, the Receiving Party may not scan the Source Code to a PDF or photograph the code).

Images or copies of Source Code shall not be included in correspondence between the Parties

(references to production numbers shall be used instead), and shall be omitted from pleadings

and other papers whenever possible. If a Party reasonably believes that it needs to submit a

portion of Source Code as part of a filing with the Court, it shall make such filing under seal as

provided by the Protective Order. The Receiving Party shall use best efforts to confirm to the

Producing Party 12 hours before any filing that contains any Source Code that such filing shall

be made under seal.

3.   **No Transfer.** Other than as provided above, the Receiving Party will not copy,

remove, or otherwise transfer any Source Code or printouts of Source Code including, without

limitation, copying, removing, or transferring the Source Code onto any recordable media or

recordable device. The Receiving Party will not transmit any Source Code in any way from the

Producing Party's facilities or the offices of its Outside Counsel.

4.   **No Other Copies.** No copies of all or any portion of the Source Code may leave

the room in which the Source Code is inspected except as otherwise provided herein. For

purposes of clarity the names of functions or files within the Source Code shall not be considered

a "portion of Source Code" for purposes of this provision.

D.   Secure Review Environment Protocols

1.   **No Recordable Media.** No recordable media or recordable devices, including

without limitation sound recorders, computers, cellular telephones, peripheral equipment,

cameras, CDs, DVDs, or drives of any kind, shall be permitted into the Source Code Review

Room, except equipment provided by the Producing Party, which shall include a telephone land

line. At the Receiving Party's request, the Producing Party shall provide in a room adjacent to

the Source Code Review Room an Internet terminal configured to permit web browsing for reference purposes only.

2.   **Notes.** The Receiving Party's Outside Counsel and/or experts shall be entitled to take notes relating to the Source Code but may not copy any portion of the Source Code into the notes. Any electronic notes shall be kept only on a note taking computer provided by the Producing Party without Internet access or network access to other computers. All notes shall be kept at the offices of Receiving Party's Outside Counsel in a manner that prevents duplication of or unauthorized access to the notes, including, without limitation, storing the notes in a locked room or cabinet at all times when it is not in use.

3.   **Printing Limitations.** The Receiving Party may print limited portions of the Source Code reasonably necessary to attach to or incorporate into expert reports, discovery responses, and court filings, or to use at depositions of the Producing Party. The Receiving Party may not print Source Code solely for the purpose of further review away from the secure review environment.

E.   **Protocols for Court Hearings, Filings and Depositions**

1.   **Use at Depositions or Hearings.** For depositions and court hearings, the Receiving Party shall bring any copies of printed Source Code in an envelope that remains sealed throughout transit from the locked cabinet at Receiving Counsel's offices. Copies of Source Code that are marked as deposition exhibits shall not be provided to the Court Reporter or attached to deposition transcripts; rather, the deposition record will identify the exhibit by its production numbers. All paper copies of Source Code brought to the deposition or court hearing shall be resealed in a new envelope for transport back to the Receiving Party's Outside Counsel's secure storage following the deposition or hearing. Upon the Receiving Party's request, the

4

Producing Party shall make a copy of the source code available, on a non-networked computer, at any deposition taking place at the offices of counsel for the Producing Party.

2.   **No Use in Public Filings.** Absent written permission from the Producing Party or a court Order secured after appropriate notice to all interested persons, a Receiving Party may not file or disclose in the public record any Source Code.

F.   **Agreement to Be Bound**

1.   Prior to disclosing Source Code to any outside experts or consultants, the Receiving Party shall provide to the Producing Party, in addition to the notice and other requirements set forth in the Protective Order entered in this case, a signed copy of the expert's or consultant's "Agreement to Be Bound By Supplemental Protective Order," attached as Exhibit A to this Supplemental Protective Order.

G.   **Limitations**

1.   **Legal Advice Based on Protected Material.** Nothing in this Order shall be construed to prevent counsel from advising their clients with respect to this case based in whole or in part upon Source Code, provided counsel does not disclose the Source Code itself except as provided in this Order. Nothing in this Order shall be construed to prevent any individual entitled to review Source Code from disclosing to counsel their conclusions derived from such review.

2.   **Limitations.** Nothing in this Order shall restrict in any way a Producing Party's use or disclosure of its own Source Code.

H.   **Final Disposition**

Not later than ninety (90) days after the Final Disposition of this case, the Receiving Party must return to the Producing Party all Source Code, including any pleadings, correspondence and work product that contain Source Code.

MORRIS, NICHOLS, ARSHT & TUNNELL LLP   POTTER ANDERSON & CORROON LLP

By: */s/ Jeremy A. Tigan*

    Thomas C. Grimm (#1098)
    Jeremy A. Tigan (#5239)
    1201 N. Market Street
    P.O. Box 1347
    Wilmington, DE 19899-1347
    (302) 658-9200
    tgrimm@mnat.com
    jtigan@mnat.com

Attorneys for Plaintiff Robocast, Inc.

March 14, 2013
1098303 / 36689

By: */s/ David E. Moore*

    Richard L. Horwitz (#2246)
    David E. Moore (#3983)
    Hercules Plaza
    1313 North Market Street
    P. O. Box 951
    Wilmington, DE 19899-0951
    (302) 984-6000
    rhorwitz@potteranderson.com
    dmoore@potteranderson.com

Attorneys for Defendant Apple Inc.

SO ORDERED this 14th day of March 2013.

United States District Judge

6

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

ROBOCAST, INC.,   )
)
            Plaintiff,   )
)   C.A. No. 11-235-RGA
      v.   )
)   **JURY TRIAL DEMANDED**
APPLE INC.,   )
)
            Defendant.   )

ACKNOWLEDGEMENT AND AGREEMENT TO BE
BOUND BY SUPPLEMENTAL PROTECTIVE ORDER REGARDING
SECURITY PROTOCOL FOR HIGHLY CONFIDENTIAL SOURCE CODE

I, _____ [print or type full name], have been provided a

copy and read the Supplemental Protective Order Regarding Security Protocol for Highly

Confidential Source Code in the above-captioned case and agree to be bound by its terms. I

understand that I will be receiving non-public, confidential materials and information protected

pursuant to the terms of this Order. I agree that I will not use or disclose any such materials or

information except in strict compliance with the provision of this Order, and will take all

reasonable precautions to prevent any unauthorized use or disclosure of any material in my

possession or control.

I hereby submit to the jurisdiction of this Court for the purposes of enforcement of the

Supplemental Protective Order Regarding Security Protocol for Highly Confidential Source

Code in this case and waive any objections to jurisdiction or venue. I understand that failure to

comply with this Order could result in sanctions or other consequences.

\\

\\

I make the above statements under penalty of perjury.

7

EXHIBIT A

Dated: _____   _____

                                    Printed Name: _____

                                    Company:_____

                                    Address:_____

                                    Phone:_____

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

CERTIFICATE OF SERVICE

I, David E. Moore, hereby certify that on March 14, 2013, the attached document was

electronically filed with the Clerk of the Court using CM/ECF which will send notification to the

registered attorney(s) of record that the document has been filed and is available for viewing and

downloading.

I further certify that on March 14, 2013, the attached document was Electronically

Mailed to the following person(s):

Thomas C. Grimm
Jeremy A. Tigan
Morris, Nichols, Arsht & Tunnell
1201 North Market Street
Wilmington, DE 19801
tgrimm@mnat.com
jtigan@mnat.com

Steven J. Rizzi
Akiva Cohen
Ramy E. Hanna
Foley & Lardner LLP
90 Park Avenue
New York, NY 10016-1314
srizzi@foley.com
acohen@foley.com
rhanna@foley.com
robocast@foley.com

Richard S. Florsheim
Foley & Lardner LLP
777 E. Wisconsin Avenue
Milwaukee, WI 53202-5306
rflorsheim@foley.com
robocast@foley.com

Victor de Gyarfas
Foley & Lardner LLP
555 S. Flower Street, Suite 3500
Los Angeles, CA 90071-2411
vdegyarfas@foley.com

By: */s/ David E. Moore*
Richard L. Horwitz
David E. Moore
POTTER ANDERSON & CORROON LLP
Tel: (302) 984-6000
rhorwitz@potteranderson.com
dmoore@potteranderson.com

1012180 / 36689